



Request for Qualifications for
“Economic Impact Study”
RFQ #PL2015-08

City of South Miami, Florida

May 8, 2015



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Cover Letter and Executive Summary

May 8, 2015

Office of the City Clerk
South Miami City Hall
6130 Sunset Drive
South Miami, FL 33143

Ms. Menendez,

TischlerBise is pleased to submit the enclosed proposal to develop an Economic Impact Analysis for the City of South Miami.

The City of South Miami is an established community, with a small town feel defined by ten distinct residential neighborhoods. The vast majority of nonresidential development is located within a six-block radius from the Route 1 corridor that bisects the City. Nonresidential development radiates from the Route 1 and Sunset Drive intersection at which there is a Miami-Dade Transit MetroRail station. According to analysis conducted by TischlerBise, the City of South Miami has approximately 5 million square feet of active nonresidential square feet that hosts just over 13,300 jobs. This equates to a 1.11 to 1 jobs to population ratio for the City. Data for 2010 from the U.S. Census Bureau suggest approximately one-quarter of all nonresidential establishments are Educational Services, Healthcare, Social Assistance, or Public Administration, most of which would be exempt from property tax liabilities.

Based on recent development trends, the City of South Miami expects an extended period of slow growth dominated by redevelopment activity. Therefore, the City seeks opportunities to increase efficiencies to ensure fiscal sustainability for the long term. One option explored is the annexation of adjacent unincorporated Miami-Dade County sub-areas that would realign the City's northern boundaries. Recent City planning efforts prioritized a list of five areas for annexation that would create a more logical City boundary and/or increase the City's ability to serve existing noncontiguous enclaves of the City. While annexation is an attractive option for communities wishing to increase their taxable base, the costs associated with extending City services should not be overlooked. Because of these costs, it may be more effective for the City to encourage (and perhaps incentivize) infill and redevelopment opportunities in order to ensure a fiscally sustainable tax base.

We feel that our team brings several distinct advantages to the process of handling this important fiscal and economic analysis for the City of South Miami:

- **No other firm has the depth of experience that TischlerBise brings to this assignment.** TischlerBise is the nation's leading fiscal/economic impact, impact fee, and infrastructure financing consulting firm. We have completed over 700 fiscal impact studies across the country – more than any other firm.

- **TischlerBise has successfully prepared and assisted with the implementation of similar analyses for many communities over the past five years.** The TischlerBise project team has conducted several analyses similar in complexity and scale to this assignment. The majority of these assignments included the evaluation of multiple scenarios reflecting differences in absorption and phasing, and density and physical development patterns, all of which affect the factors used in development of the fiscal impact model.
- **TischlerBise's project team for this assignment is comprised of two nationally recognized experts in the area of fiscal/economic impact analysis and national leaders in sustainable planning.** Carson Bise, who will serve as Project Manager for this assignment, has developed and implemented more fiscal impact models than any planner in the country and is widely regarded as the leading national practitioner in the field. This level of national experience allows us to facilitate meaningful conversations with City service providers and identify cost drivers for specific services that can vary due to the unique characteristics of a jurisdiction. In addition, Mr. Bise has authored several publications related to fiscal impact analysis and lectured extensively on the subject. Julie Herlands has substantial fiscal impact analysis experience as is demonstrated in this proposal and is recognized as a national expert.
- **As a small firm, we have the flexibility and responsiveness to meet all deadlines of your project.** We offer you the level of service and commitment that the larger firms save for their largest clients.

We look forward to the possibility of working with the City of South Miami and are committed to providing you with top-quality support at a very competitive price.

Sincerely,



L. Carson Bise II, AICP, President
TischlerBise
Phone: 301-320-6900 Ext. 12
E-mail: carson@tischlerbise.com

City of South Florida
**Economic Impact Study
Consulting Proposal**





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Firm Overview

TischlerBise, Inc., was founded in 1977 as Tischler, Montasser & Associates. The firm became Tischler & Associates, Inc., in 1980 and TischlerBise, Inc., in 2005. The firm is a Subchapter (S) corporation, is incorporated in Washington, D.C., and maintains offices in Bethesda, Maryland and Bradenton, Florida. The firm's legal address is:

Principal Office

L. Carson Bise, AICP, President
4701 Sangamore Rd, Suite 240
Bethesda, MD 20816
301.320.6900 x12 (w) | 301.320.4860 (f)
carson@tischlerbise.com

Florida Office

Dwayne Guthrie, AICP, Principal
606 3rd Avenue #304
Bradenton, FL 34205


All work related to this assignment will be conducted out of the firm's Bethesda, Maryland office.

TischlerBise is a fiscal, economic, and planning consulting firm specializing in fiscal/economic impact analysis, impact fees, market feasibility, infrastructure financing studies and related revenue strategies. Our firm has been providing consulting services to public agencies for over thirty years. In this time, we have prepared over **700 fiscal/economic impact evaluations and over 800 impact fee/infrastructure financing studies** – more than any other firm. Through our detailed approach, proven methodology, and comprehensive product, we have established TischlerBise as the leading national expert on revenue enhancement and cost of growth strategies. The graphic depicts our vast fiscal/economic impact experience with clients nationwide.

While every community is unique, our unsurpassed national experience provides invaluable perspective for our clients and is a primary reason TischlerBise staff members are frequently called upon to speak on fiscal and economic impact analysis for various national groups and organizations including the American Planning Association, the National Association of Homebuilders, Growth and Infrastructure Consortium (formally the National Impact Fee Roundtable), the Urban Land Institute and the Government Finance Officers Association.

As our proposal demonstrates, no other firm can match the depth of our experience in the area of local government fiscal impact analysis, which incorporates the elements of fiscal and demographic analysis specified in the City's RFQ. Our Project Manager, Carson Bise, AICP, is widely considered the leading national fiscal/economic impact practitioner in the United States. The core services provided by TischlerBise all involve:

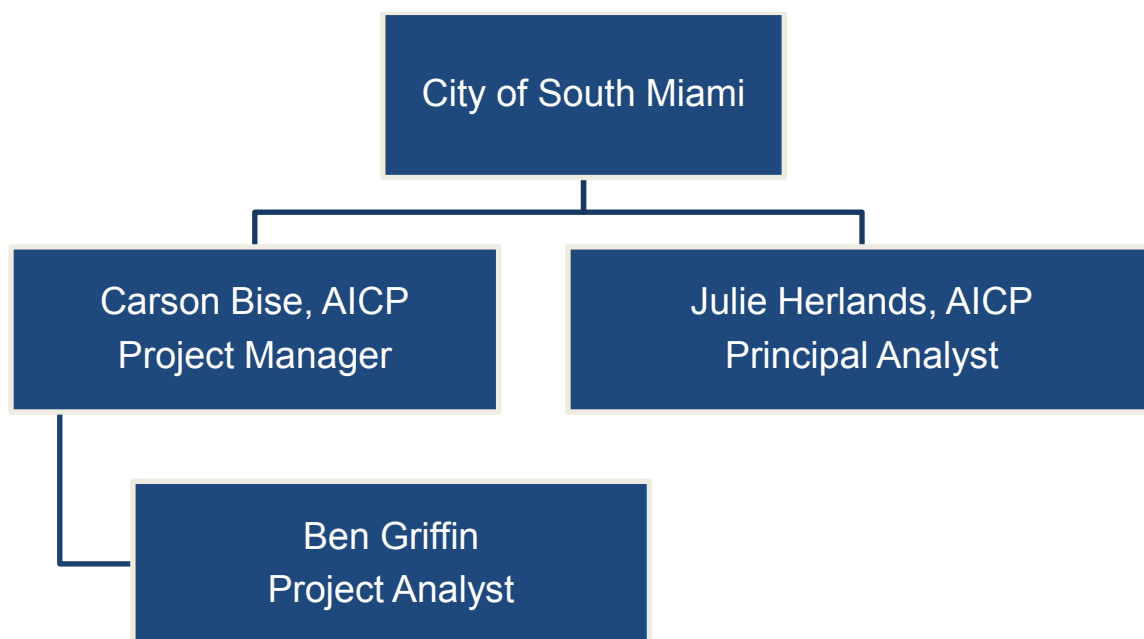
- Determining existing and projected residential and nonresidential growth for 10-, 20- and 30-year periods.
- An examination of local government budgets to determine fixed and variable costs and revenues and the true costs of service.

- 
- Evaluations of departmental operating structures and determination of existing levels of service as well as the most appropriate method of projecting future costs (including staff) and revenues.
 - Developing meaningful and realistic capital improvement plans.
 - Evaluation of implementation strategies that lead to fiscal sustainability.

Personnel and References

Project Team Overview

Our TischlerBise project team has successfully prepared similar analyses for many communities over the past several years similar in complexity and scale to this assignment. The majority of these assignments included understanding local and regional context and evaluating multiple scenarios reflecting differences in absorption and phasing, geographic service areas, variations in levels of service, and density and physical development patterns, all of which affect the factors used in development of the fiscal impact model for this assignment. The organizational chart shows our project team for this assignment.



To successfully navigate through any fiscal/economic impact analysis, the consultant and their team must possess specific, detailed, and customized knowledge not only of the technical aspects of the analysis, but also of the context of the analysis in achieving the City's relevant policy goals. Two of TischlerBise's Project Team members, Carson Bise and Julie Herlands, are national leaders in the field of fiscal impact analysis. Mr. Bise and Ms. Herlands frequently deliver presentations at national, regional, and state conferences and have served as organizers and presenters at a half-day American Institute of Certified Planners (AICP) Training Workshop entitled Fiscal Impact Assessment at the American Planning Association (APA) National Planning Conference in 2008 and 2009. Mr. Bise is featured in the APA/AICP education and training series workshops: The Economics of Density, From Soup to Nuts: Paying for Growth, and Fiscal Assessment. Our Project Team of Carson Bise, AICP, Julie Herlands, AICP, and Ben Griffin will provide seamless support to this assignment. Detailed discussion of each team member's role and experience is discussed below.



Carson Bise, AICP, President of TischlerBise, will serve as Project Manager for this assignment and will coordinate our Project Team's interaction with the City to ensure that all work is completed properly, on time, and within budget. Mr. Bise, who has unsurpassed fiscal/economic impact analysis and infrastructure financing credentials, will have a major role in all consulting activities. **Mr. Bise's Florida experience includes work for City of South Miami, City of Kissimmee, City of Miami, City of North Miami, City of North Port, City of Surfside, City of Coral Gables, City of Plant City, Hernando County, Hillsborough County, Manatee County, Orange County, Polk County, Lee County School District, Miami-Dade County, Pasco County School District, Seminole County School Board and Sarasota County.**

Julie Herlands, AICP, Principal at TischlerBise, will provide primary analytical support as part of this assignment. Ms. Herlands has over fifteen years of relevant experience and has prepared fiscal analyses, market analysis and revenue strategies for local governments in more than fifteen states. Ms. Herlands has conducted fiscal impact evaluations of comprehensive plans and major development projects. Ms. Herlands' Florida experience includes work for **Lake County, Manatee County, City of Miami, Sarasota County, and the City of Coral Gables.**

Ben Griffin, Fiscal/Economic Analyst at TischlerBise, specializes in fiscal and economic impact analyses and will be providing GIS and demographic analysis support as part of this assignment. Mr. Griffin has assisted with fiscal, economic and market analyses projects in seven states.


Project Team Resumes

L. Carson Bise, II, AICP, President

Carson Bise has 25 years of fiscal, economic and planning experience and **has conducted fiscal and infrastructure finance evaluations in 37 states**. Mr. Bise has developed and implemented more fiscal impact models than any consultant in the country. The applications which Mr. Bise has developed have been used for evaluating multiple land use scenarios, specific development projects, annexations, urban service provision, tax-increment financing, and concurrency/adequate public facilities monitoring. Mr. Bise is also a leading national figure in the calculation of impact fees,

having completed over 200 impact fees for the following categories: parks and recreation, open space, police, fire, schools, water, sewer, roads, municipal power, and general government facilities. Mr. Bise holds a M.B.A. in Economics from Shenandoah University and a B.S. in both Geography/Urban Planning and Political Science/Urban Studies from East Tennessee State University. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are *Fiscal Impact Analysis: Methodologies for Planners*, published by the American Planning Association, a chapter on fiscal impact analysis in the book *Planning and Urban Design Standards*, also published by the American Planning Association, and the





ICMA IQ Report, Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets. Mr. Bise was also the principal author of the fiscal impact analysis component for the Atlanta Regional Commission's Smart Growth Toolkit and is featured in the recently released AICP CD-ROM Training Package entitled The Economics of Density. Mr. Bise is currently on the Board of Directors of the Growth and Infrastructure Finance Consortium and **recently Chaired the American Planning Association's Paying for Growth Task Force**. He was also recently named an Affiliate of the National Center for Smart Growth Research & Education.

RECENT PROJECTS

- Anchorage, Alaska – *Fiscal Impact Analysis of General Plan Alternatives*
- Matsu Borough, Alaska – *Fiscal Impact Analysis*
- Town of Sahuarita, Arizona – *Fiscal/Economic Impact Model*
- Clovis, California – *Fiscal Impact Analysis of Annexation Alternatives*
- Napa County, California – *Fiscal Equity Study*
- Pasadena, California – *Cost of Land Uses Fiscal and Economic Analysis*
- Imperial County, California – *Fiscal and Economic Analysis of Annexation Areas*
- Mesa County, Colorado – *Fiscal Impact Analysis of Growth Scenarios*
- City of Westminster, Colorado – *Fiscal Impact Model*
- City of Steamboat Springs, Colorado – *Cost of Land Uses Study*
- City of Kissimmee, Florida – *Fiscal Impact Analysis of Annexation Areas*
- Hernando County, Florida – *Fiscal Impact Analysis*
- Hillsborough County, Florida – *Fiscal Impact Analysis of Current Land Use Trend*
- Miami-Dade County, Florida – *Fiscal and Economic Analysis of Rural and Agricultural Areas*
- Sarasota County, Florida – *Fiscal and Economic Analysis of Development Prototypes*
- Columbus Consolidated Government, Georgia – *Fiscal Impact Analysis*
- City of Olathe, Kansas – *Fiscal Impact Analysis of Blue River 12 Plan*
- Mashpee, Massachusetts – *Fiscal Impact Analysis of Mashpee Commons Project*
- Town of Barnstable, Massachusetts – *Cost of Land Use Fiscal Analysis*
- Town of Salem, New Hampshire – *Fiscal Impact Model*
- West Windsor, New Jersey – *Fiscal Impact Analysis of T.O.D. Project and TIF Analysis*
- City of Tyler, Texas – *Cost of Land Use Study*
- City of Draper, Utah – *Fiscal Impact Analysis of SunCrest Development Project*
- City of Chesapeake, Virginia – *Fiscal Impact Model*
- Frederick County, Virginia – *Development Impact Model*
- City of Sun Prairie, Wisconsin – *Fiscal Impact Analysis of Three Growth Scenarios*

EDUCATION

M.B.A., Economics, Shenandoah University

B.S., Geography/Urban Planning, East Tennessee State University

B.S., Political Science/Urban Studies, East Tennessee State University

CERTIFICATIONS AND LICENSES

Member, American Institute of Certified Planners



SPEAKING ENGAGEMENTS

- Fiscal Impact Assessment, AICP Training Workshop, APA National Planning Conference
- Dealing with the Cost of Growth: From Soup to Nuts, ICMA National Conference
- Demand Numbers for Impact Analysis, National Impact Fee Roundtable
- Calculating Infrastructure Needs with Fiscal Impact Models, Florida Chapter of the APA Conference
- Economic Impact of Home Building, National Impact Fee Roundtable
- Annexation and Economic Development, APA National Conference
- Economics of Density, APA National Conference
- The Cost/Benefit of Compact Development Patterns, APA National Conference
- Fiscal Impact Modeling: A Tool for Local Government Decision Making, ICMA National Conference
- Fiscal Assessments, APA National Conference
- From Soup to Nuts: Paying for Growth, APA National Conference
- Growing Pains, ICMA National Conference
- Mitigating the Impacts of Development in Urban Areas, Florida Chapter of the APA
- Impact Fee Basics, National Impact Fee Roundtable
- Fiscal Impact Analysis and Impact Fees, National Impact Fee Roundtable
- Are Subsidies Worth It?, APA National Conference

PUBLICATIONS

- "Next Generation Impact Fees," American Planning Association Planners Advisory Memo
- "Fiscal Impact Analysis: Methodologies for Planners," American Planning Association.
- "Planning and Urban Design Standards," American Planning Association, Contributing Author on Fiscal Impact Analysis.
- "Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets," ICMA Press.
- "The Cost/Contribution of Residential Development," Mid-Atlantic Builder.
- "Are Subsidies Worth It?" Economic Development News & Views.
- "Smart Growth and Fiscal Realities," ICMA Getting Smart! Newsletter.
- "The Economics of Density," AICP Training Series, 2005, Training CD-ROM (APA).

Julie Herlands AICP, Principal

Julie Herlands is a Principal with TischlerBise and has fifteen years of planning, fiscal, and economic development experience. Prior to joining TischlerBise, Ms. Herlands worked in the public sector in Fairfax County, Virginia, for the Office of Community Revitalization and for the private sector for the International Economic Development Council (IEDC) in their Advisory Services and Research Department. For IEDC, she conducted a number of consulting projects including economic and market feasibility analyses and economic development assessments and plans. Her economic and fiscal impact experience includes a wide-range of assignments in over fifteen states. She is a frequent presenter at national and regional conferences including serving as co-organizer and co-presenter at a half-day AICP Training Workshop entitled Fiscal Impact Assessment at the APA National Planning Conference. A session on impact fees and cash proffers presented at the APA National Conference is available through the APA training series, *Best of Contemporary Community Planning 2005*. She is the immediate past Chair of the Economic



Development Division of the APA and **chaired the APA Task Force on Planning and Economic Development.**

RECENT PROJECTS

- Napa County, California – *Fiscal Equity Study*
- Town of Windsor, Connecticut – *Fiscal Impact Analysis of Development Project*
- Lake County Schools, Florida – *Cost of Land Use Study; Revenue Strategies*
- Shreveport Metropolitan Planning Commission of Caddo Parish, Louisiana – *Fiscal and Economic Impact Analysis of Growth Scenarios*
- Anne Arundel County, Maryland – *Fiscal Impact Analysis of Growth Scenarios; Revenue Strategies; Fiscal Model*
- Rouse Company/Howard County (Columbia), Maryland – *Fiscal Impact Analysis of Development Project*
- Town of Snow Hill, Maryland – *Fiscal Impact Analysis of Development Project*
- State of Minnesota – *Fiscal Disparities Program Study*
- Lincoln County, Nevada – *Cost of Land Use Study; Revenue Strategies; Fiscal Model*
- City of North Las Vegas, Nevada – *Cost of Land Use Study*
- Nye County/Town of Pahrump/Nye County Schools, Nevada – *Cost of Land Use Study; Fiscal Impact Analysis of Growth Scenarios*
- University of North Carolina-Chapel Hill, North Carolina – *Fiscal and Economic Impact Analysis of Development Project; Fiscal Model; Multijurisdictional Study*
- City of Coppell, Texas – *Fiscal Impact Analysis of Development Project*
- City of Bluffdale, Utah – *Fiscal Impact Analysis of Development Project*
- Henrico County, Virginia – *Fiscal Impact Analysis of Growth Scenarios; Fiscal Model*
- Town of Leesburg, Virginia – *Fiscal Impact Analysis of Growth Scenarios; Fiscal Impact Analysis of Annexation; Fiscal Model*

EDUCATION

Masters of Community Planning, University of Maryland
B.A., Political Science, University of Buffalo

CERTIFICATIONS AND LICENSES

Member, American Institute of Certified Planners

SPEAKING ENGAGEMENTS

- Local Fiscal Challenges and Planning Solutions, APA National Planning Conference
- Fiscal and Market Assessment in Planning, APA Virginia Chapter Annual Conference; APA Maryland-Delaware Regional Conference
- Cash Proffers and Impact Fees, APA Virginia Chapter Annual Conference
- Fiscal Sustainability, APA Webcast
- Fiscal Impact Assessment, AICP Training Workshop, APA National Planning Conference
- Infrastructure Financing: Funding the Gap, APA National Planning Conference

- Economic Development for Planning Practitioners, Training Workshop, APA National Planning Conference
- Voluntary Mitigation Payments: An Alternative to Impact Fees, APA National Planning Conference
- Proffers vs. Impact Fees: The Virginia Experience, National Impact Fee Roundtable
- Impact Fee—Or Is It?, APA National Planning Conference
- Planning and Fiscal Reality, APA National Planning Conference

PUBLICATIONS

- “Should Impact Fees Be Reduced in a Recession?” Economic Development Now, 2009, IEDC.
- “Agreements, Fees, and CIP,” The Best of Contemporary Community Planning, 2005, Training CD-ROM, APA and Lincoln Institute of Land Policy.

Ben Griffin, Fiscal/Economic Analyst

Benjamin Griffin is a Fiscal/Economic Analyst at TischlerBise with specialties in finance and economic development planning. Prior to joining TischlerBise, Mr. Griffin worked for the New Orleans Business Alliance (NOLABA) — the non-profit agency tasked with leading economic development initiatives for the City of New Orleans. During his time with NOLABA, he conducted field surveys to determine the economic health of key retail corridors and researched economic development initiatives. Prior to working for NOLABA, Mr. Griffin worked for the Jefferson Parish Planning Department where he gained experience in the short-range planning division. This provided practical experience in planning and zoning while also providing insight into the daily operations of a public sector planning department. Mr. Griffin also worked for the Preservation Resource Center of New Orleans where he helped guide the historic preservation staff through their own subdivision process. This involved working with the City's planning and real estate departments, conducting public outreach, and representing the non-profit at council meetings. Finally, Mr. Griffin served as a facilitator during community meetings for the Livable Claiborne Communities study and worked with the New Orleans Redevelopment Authority to identify alternative sources of funding and redevelopment strategies to support the agency's mission of reducing blight and revitalizing the City of New Orleans.

EDUCATION

Masters of Urban and Regional Planning, University of New Orleans
B.B.A., Finance, University of Mississippi

Florida Experience

An important factor to consider related to this work effort is our **relevant experience working in the State of Florida, including our recent impact fee assignment for the City of South Miami**. This experience makes us intimately familiar with local government revenue structures as well as the planning and growth management issues facing Florida jurisdictions. The following is a list of completed and current projects in the State of Florida.



Florida Fiscal/Economic Clients		
Aventura	Manatee County	Polk County
Coral Gables	Miami	Port St. Lucie
Deerfield Beach	Miami-Dade County	Punta Gorda
DeSoto County	Naples	Sarasota County
DeSoto Co. Schools	North Miami	Sebastian
Hernando County	North Port	Seminole Co. Schools
Hillsborough County	Orange County	South Miami
Key Biscayne	Ormond Beach	Stuart
Kissimmee	Parkland	Sunny Isles Beach
Lake County Schools	Pasco Co. Schools	Sunrise
Lake Wales	Pelican Bay	Venice
Manatee County	Plant City	West Miami

Unsurpassed Similar National Experience

As stated above, TischlerBise is the national leader in fiscal/economic impact analysis, having conducted more than 700 fiscal and economic evaluations, primarily for public sector clients. The table below provides TischlerBise's vast fiscal/economic impact experience nationwide, outside of the State of Florida.

State	Client	State	Client
AK	Anchorage	MO	Lee's Summit
AK	Matanuska-Susitna Borough	NC	Fort Bragg -BRAC-RTF
AR	Little Rock	NC	Cary
AZ	Casa Grande	NC	Chatham County
AZ	Coolidge	NC	Cornelius
AZ	Payson	NC	Currituck County
AZ	Peoria	NC	Davie County
AZ	Pima County	NC	Guilford County
AZ	Queen Creek	NC	Holly Springs
AZ	Sahuarita	NC	UNC-Chapel Hill

State	Client	State	Client
AZ	Scottsdale	NC	Wake County
AZ	Surprise	NC	Wilmington-New Hanover County
AZ	Winslow	NC	Wilson
CA	Carlsbad	NE	Lincoln
CA	Clovis	NH	Salem
CA	Imperial County	NJ	Edison
CA	Napa County	NJ	Englewood
CA	Oceanside	NJ	Old Bridge
CA	Pasadena	NJ	West Windsor
CA	San Diego	NM	Albuquerque
CO	Aurora	NM	Bernalillo County
CO	Castle Pines	NV	Las Vegas
CO	Castle Rock	NV	Lincoln County
CO	Centennial	NV	North Las Vegas
CO	Lone Tree	NV	Nye County/Pahrump
CO	Louisville	NV	Reno
CO	Mesa County	NV	Washoe County
CO	Steamboat Springs	NY	Hampstead
CO	Westminster	OH	Dublin
CT	Groton	OH	Marysville
CT	Windsor	OH	Pickerington
DE	New Castle County	OK	Oklahoma City
GA	Atlanta	OR	Salem
GA	Columbus	PA	Adams County
GA	Garden City	PA	Delaware Valley Reg. Plan.Com.
GA	Suwanee	PA	Lancaster
IA	Ankeny	PA	Mt. Lebanon
ID	Hailey	SC	Beaufort County
ID	Post Falls	SC	Horry County
ID	Southeast Idaho Council of Governments	SC	Orangeburg

State	Client	State	Client
ID	Twin Falls	SC	Rock Hill
IL	Bloomington	TN	Germantown
IL	Champaign	TN	Knox County
KS	Lawrence	TN	Nashville-Davidson County
KS	Lenexa	TX	Bexar County
KS	Olathe	TX	Coppell
KY	Georgetown	TX	Corpus Christi
KY	Lexington	TX	Denton
MA	Barnstable	TX	San Antonio
MA	Cape Cod Commission	TX	Tyler
MA	Mashpee Commons	UT	Bluffdale
MA	Somerville	UT	Draper
MD	Anne Arundel County	VA	Amherst County
MD	Calvert County	VA	Augusta County
MD	Carroll County	VA	Charles County
MD	Charles County	VA	Chesapeake
MD	Frederick	VA	Fairfax
MD	Howard County	VA	Falls Church
MD	Prince George's County	VA	Frederick County
MD	Queen Anne's County	VA	Henrico County
MD	Rockville	VA	Isle of Wight County
MD	Snow Hill	VA	Leesburg
MD	St. Mary's County	VA	Loudoun County
MD	Washington County	VA	Norfolk
MD	Worcester County	VA	Powhatan
MN	Apple Valley	VA	Prince William County
MN	Coon Rapids	VA	Pulaski
MN	Cottage Grove	VA	Shenandoah University
MN	Minnesota Department of Revenue	VA	Spotsylvania County
MN	Minneapolis	VA	Stafford County

State	Client	State	Client
MN	Plymouth	VA	Suffolk
MN	Roseville	WA	King County
MN	Shakopee	WI	Sun Prairie
MN	St. Paul	WV	McDowell & Wyoming County


Project Approach and Work Scope

Market Feasibility. In approaching this task, we recognize that conditions within the City's economic structure and country in general have changed substantially in the past few years. There is much debate over how much and whether or not some of those changes are structural and permanent or simply temporary. For those believing that they are temporary, the length of time believed to be necessary for transition back to higher levels of employment, strong growth in retail sales and other factors, seems to increase almost on a monthly basis. This, coupled with dramatic and substantial continued globalization of economies and related economic development activity, provide opportunities within that uncertainty.

To complete this analysis, the following must be understood to the fullest extent possible:

- Understanding the City's current economic and fiscal base.
- Identification of emerging issues and trends.
- Challenges of infill and redevelopment versus "greenfield" development and where the City falls within the market continuum.
- Evaluation of the City's current market position and analysis of the strengths and weaknesses relative to targeted economic development.
- Market and market segment trends. (Markets vary for economic functions and activity but include a full range of full and part-time residents, surrounding area residents, visitors for different purposes, other visitors for many purposes from farther distances, and others.)
- Demographic and socioeconomic trends.
- Availability of land.

Critical to the development of potential development scenarios is a realistic understanding of the current economic and demographic conditions in the City of South Miami, as well as the region. This understanding will inform the development of potential scenarios, providing a realistic understanding of the range of possible future conditions, and highlighting the challenges and opportunities that the region



faces. Once our project team has a complete understanding of demographic and economic trends and factors likely to influence future growth in the City, TischlerBise will forecast levels of population and employment growth for a 10-20 year period, including the amount of land absorbed. In addition to the baseline scenario developed as part of the Market Feasibility, our assessment will inform the alternative scenarios to be evaluated.


Economic/Fiscal Modeling. The financial modeling and scenario testing conducted by TischlerBise will be prepared specifically for the City of South Miami's budgetary conditions and unique characteristics of the City, which is the reason we recommend utilizing a case study-marginal approach in this work effort. The model developed for this assignment will reflect the fact that the Study Area is unique in terms of existing (and future) demographics, land use mix, infrastructure needs and associated operating costs. We believe that this approach represents the true cash flow to the public sector and will provide an analysis of growth scenarios that is grounded in fiscal reality. Our project plan will ensure the following items:

- Constant collaboration with City staff to ensure a consensus approach while minimizing staff resources during the data collection tasks of the study.
- Determination of the appropriate indicators of demand generated by the various development scenarios, relevant levels of service, and cost and revenue factors.
- Results that are easy to understand and explain to internal and external stakeholders.

There are several approaches to conducting fiscal impact analyses ranging from true marginal costing to the comparable community approach to average cost. All approaches have some merit and provide some degree of defensibility; however as the discussion below indicates, we believe that the best approach for providing meaningful fiscal analysis for future development in the South Miami area is the case study-marginal approach.

Factors that influence the City's cost to provide infrastructure and services to new growth/annexation include the geographic location, timing or phasing, and the density (which influences the physical form of the development pattern). These factors indirectly influence other factors that must be considered when developing the fiscal model. For example the physical development pattern influences the design of the street network (grid versus curvilinear), and the density and geographic location can have an influence on transportation choices (e.g., availability of transit, other multimodal options). Another factor that must be considered is the potential cost of any intervention strategies required to implement a desired scenario. For example, the encouragement of infill or redevelopment frequently requires incentives such as tax increment financing or the creation of a redevelopment agency on behalf of a city, both of which have costs to the jurisdiction. Another example is public investment in infrastructure to implement economic development goals, which may take an extended period of time to recoup the upfront investment.

The average cost approach is the most popular and frequently used method for evaluating fiscal impacts. Since this approach focuses on the average cost per capita or in some cases per capita and job, it does not consider the available capacities of existing capital facilities and is difficult to reflect the cost differentials associated with the factors discussed above. In addition, it masks spatial relationships and



the timing of additional facilities required to serve new growth. A major advantage of the case study-marginal approach is greater accuracy in forecasting short-term impacts of growth and policy decisions.

Utilizing a City's Police Department as an example, the average cost approach would divide the expenditure for Police by population and possibly employment to arrive at a figure, say \$21 per person. This cost would occur regardless of any spatial distribution. From a capital facility perspective, the case study-marginal approach would reflect whether the location and size of growth results in the need for additional Police substations or the establishment of new districts or "beats" that require additional staffing from day one in order to meet levels of service relative to response times. If it is determined that current resources are sufficient, Police costs would increase commensurate with the projected increase in calls for service resulting from each development scenario modeled for the City.

The following scope of work provides detailed steps to ensure that the City's project is completed successfully. We have designed this work plan to be responsive to the City's specific needs and circumstances.

TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with City staff to establish lines of communication, review and discuss project goals and expectations related to the project, review (and revise if necessary) the project schedule, request data and documentation related to new proposed development, and discuss City staff's role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review current demographics and other land use information for the City of South Miami
- Review and refine work plan and schedule
- Discuss current and previous work efforts related to this topic
- Assess additional information needs and required staff support
- Identify and collect data and documents relevant to the analysis
- Identify any major relevant policy issues

Meetings:

One on-site visit to meet with various City project management team.

Deliverables:

1) Revisions to project schedule, if necessary. 2) Project team member contact list including names, location addresses, phone numbers, and e-mail addresses. 3) Data request memorandum.



TASK 2: MARKET ASSESSMENT

In this task, TischlerBise will prepare an assessment of the real estate market conditions, as well as socioeconomic and economic trends. This will include:

- An evaluation of demographic and economic trends affecting the City of South Miami. This includes age, income levels, educational attainment, commuting patterns, in- and out-migration, changes in household size, etc.
- A discussion of how demographic and economic trends in the City of South Miami, combined with national demographic and lifestyle trends, are likely to impact the City and region in terms of spending patterns and other behaviors, transportation and housing choices, etc., that will affect future land use mix and location in the City.
- An evaluation of the residential, commercial, retail, governmental, cultural, and hotel sectors of the South Miami real estate market in order to understand challenges and opportunities for the City, as well as national real estate product trends, combined with demographic trends in the South Miami area.
- Estimates of redevelopment potential

Meetings:

One multi-day visit to conduct meetings with City staff and private sector real estate/developer contacts and land owners.

Deliverables:


Technical Memorandum on Market Assessment.

TASK 3: COLLABORATE WITH CITY STAFF TO DETERMINE FUTURE DEVELOPMENT SCENARIOS

In this task, TischlerBise, in concert with City staff, will develop development scenarios and potential service areas to evaluate in the fiscal/economic modeling and scenario testing. These scenario assumptions will be informed by the Market Assessment conducted as part of the previous Task. This will include the following:

Redevelopment/Infill Scenario. TischlerBise will develop assumptions for potential development yields associated with a concerted effort by the City to strengthen existing nonresidential uses and encourage infill/redevelopment around the South Miami Metrorail Station. The scenario will focus on short-term (0-10 years) and long-term (11-20 years) development. Likely intervention strategies (e.g., changes in zoning, implementation of infrastructure policy, financing tools, etc.) on behalf of the City of South Miami will also be discussed and incorporated.

Expansion of Nonresidential Land Uses Scenario. This scenario will assume an expansion of nonresidential land uses into existing residential areas. Based on the Market Assessment conducted as part of Task 2, TischlerBise will develop assumptions for potential development yields associated with the transition of residential uses to nonresidential.



Annexation. This scenario will assume annexation of primarily nonresidential properties. TischlerBise will determine the taxable values added as a result of this annexation, as well as the number of demand units (e.g., employees, vehicle trips, etc.) that will generate operating and capital costs to the City of South Miami.

Profiles for Each Scenario. To ensure the optimum inputs for each scenario, TischlerBise, with some assistance with City staff, will develop specific assumptions for each land use type that comprise each redevelopment scenario. For residential land uses (e.g., low-rise versus high-rise multifamily), these factors include person per household, lot size, assessed value, street frontage, vehicle trip and trip adjustment factors, average trip length, income and discretionary spending. From a nonresidential perspective this will include employment densities, vehicle trip generation rates and adjustment factors, trip lengths, street frontage, etc. These factors may vary by scenario and will serve to refine the costs and revenue factors by scenarios and geographic location. For example, average daily vehicle trip generation rates are likely to be greater on the edges of the City versus development around the South Miami Metrorail Station. The amount of residential street frontage added to the City's system roadway network is likely to be less per unit as density increases.

Meetings:

One (1) on-site meeting with City project management team and relevant City staff.


Deliverables:

Technical Memorandum outlining Scenarios and Associated Assumptions.

TASK 4: DEVELOP LEVEL OF SERVICE, COST & REVENUE FACTORS

Departmental Interviews. In this task, we will conduct on-site interviews with City personnel to confirm our understanding of the departmental structure and scope of operations, discuss facility and geographic-related variable costs and other operating expenses, and discuss and finalize methodologies for forecasting future demand for services and facilities resulting from redevelopment, expansion of nonresidential uses and annexation. As indicated elsewhere in this proposal, we recommend primarily using a case study-marginal methodology with some services projected using an average cost methodology in order to ensure that all relevant costs are captured in the analysis. Based on these interviews and information in City budgetary documents, we will determine the fixed, variable, and semi-variable operating and capital costs for all relevant services and facilities. The demand sources for the various services and facilities will vary by activity and department. This experience allows us to facilitate meaningful conversations with service providers and identify cost drivers for specific services that can vary due to the unique characteristics of a jurisdiction.

In determining capital facility costs resulting from the various development scenarios, we are likely to utilize one of two approaches, depending on data availability and discussions with staff. One approach will be direct entry of capital facility information, if it is known through budget and financial information that the facility will be constructed and will partially or fully serve growth from the proposed project. A second is for the fiscal impact model designed for this assignment to calculate the need for new capital facilities as a function of existing available capacities and projected growth from the project.



Development of Factors. Information obtained during the interviews, discussions with City project management team and from the budget and financial documents will be used to establish the different cost components for the various service providers—including both facility and non-facility related operating expenses, as well as methodologies for forecasting future capital facility needs and associated operating expenses.

Meetings:

Two (2) on-site visits to meet with various City departments.

Deliverables:

See Task 5.

TASK 5: PREPARE LEVEL OF SERVICE AND COST/REVENUE FACTOR MEMORANDUM

Information obtained during the previous task will be prepared in a Level of Service and Cost/Revenue Factor Memorandum. This memorandum will show the different cost components for the various service providers, including both facility and non-facility related operating expenses, methodologies for forecasting future capital facility needs, associated operating expenses, and discussions of current versus preferred levels of service where appropriate. The memorandum will also contain a separate chapter showing revenue sources and associated projection methodologies. All revenue will be modeled including property and sales tax.

Meetings:

None. Conference calls as required.

Deliverables:

Technical Memorandum outlining Level of Service and Cost/Revenue Factors.

TASK 6: DESIGN FISCAL MODEL

Based on the information collected and developed as part of the previous Tasks, TischlerBise will develop the fiscal model for this assignment.

Meetings:

None. Conference calls as required.

Deliverables:

See Task 7.



TASK 7: PREPARE FISCAL IMPACT REPORT

TischlerBise will prepare a draft Fiscal Impact Report that describes in succinct fashion the findings from our analysis of redevelopment/infill, expansion of nonresidential land uses and annexation scenarios. The differences between and among the scenarios will be analyzed and described thoroughly. It is anticipated the report will contain the following:

- Executive Summary
- Summary of Growth Scenarios and Demographic/Socioeconomic Factors
- Annual Fiscal Impact Results By Scenario (Years 1-10, 11-20 and 1-20)
- Average Annual Fiscal Impact Results By Scenario
- Major Revenue Findings (including net tax revenue added)
- Major Capital Cost Findings
- Major Operating Expense Findings
- Discussion of Intervention Strategy costs

The report will be a stand-alone document, clearly understood by all interested parties. The Executive Summary will be a valuable instrument for elected officials and the community at large. The analysis will address each scenario and will present all of the major findings and the reasons for the results. These will include issues regarding differences among the scenarios, staging, and other issues. After Client review, the final report will be issued.

Strategic Recommendations. The Fiscal Impact Report will also include targeted recommendations to encourage appropriate development and accomplish funding of required infrastructure and services (e.g., Revenue Enhancement Options). This will include a priority list of short and long-term public investments most likely to have a catalytic effect on redevelopment. TischlerBise will also make strategic recommendations related to economic development incentives that should be considered to encourage redevelopment. Finally, a financial implementation outline will be developed that identifies specific action items, responsible parties, timeframe, and potential funding source(s).

Meetings:

One (1) internal meeting with City staff to discuss Administrative Draft; Two (2) Public Meetings with City Commission.

Deliverables:

Administrative Draft (six hard copies and one electronic searchable PDF); Draft Report for Public Distribution (six hard copies and one electronic searchable PDF); Final Report Document (six hard copies and one electronic searchable PDF).

Other Relevant **Financing Experience**

Similar Projects In The Past 36 Months

The table below indicates the relevant assignments our Project Team has completed over the last three years (36 months).

State	Client	State	Client	State	Client
AB	Lethbridge	FL	Sarasota County	NC	Davidson
AZ	Queen Creek	MA	Barnstable	NV	Las Vegas
AZ	Salt River	MA	Bourne	TX	Bexar County
CO	Aurora	MA	Dennis	TX	Corpus Christi
CO	Castle Rock	MA	Falmouth	TX	Denton
CO	Castle Pines	MA	Sandwich	VA	Fairfax
CO	Centennial	MA	Somerville	VA	Falls Church
CO	Louisville	OH	Dublin	VA	Front Royal
IL	Champaign-Urban	OH	Grandview Heights	VA	Suffolk
MN	Minnesota Dept. of Rev.	MD	Sykesville	PA	Adams County

Below are project descriptions and references for TischlerBise from work completed during the last thirty-six months that are of similar size and complexity. We have listed only projects that our Project Team members were associated.

City of Aurora, Colorado – Feasibility Study for the Formation of a City and County of Aurora

Contact: Michelle Wolfe, Deputy City Manager, Administrative Services

Phone: (303) 739-7124

Email: mwolfe@auroragov.org

Contract Period: 2012 to 2014

Project Personnel: Carson Bise, AICP and Julie Herlands, AICP

The City of Aurora, Colorado contracted with TischlerBise in late November 2012 to conduct a Feasibility Study on the Formation of a City-County of Aurora. **The project involves identifying pros and cons of forming a county, defining land use and service/facility delivery scenarios, analyzing demographic conditions, determining revenue streams, determining baseline operating and capital costs, and analyzing overall fiscal feasibility of forming a City-County of Aurora.** Also part of the assignment, TischlerBise analyzed the services provided Countywide versus in the unincorporated area compared to revenues generated from the City of Aurora to determine the amount of funding the City of Aurora contributes to the County in relation to the services it receives.

Minnesota Department of Revenue – *Evaluation of Fiscal Disparities Act*

Contact: Eric Willette, Director of Property Tax Research

Phone: (651) 556-6100

E-Mail: eric.willette@state.mn.us

Contract Period: 2012

Project Personnel/Office Location: Carson Bise, AICP and Julie Herlands, AICP

The study conducted by TischlerBise was the first extensive study of the Fiscal Disparities Program in its 40-year history. The study was a comprehensive analysis of the following: The Fiscal Disparities Program requires all communities in the seven-county area to contribute 40 percent of the growth in their commercial/industrial tax base (from 1971) to a regional pool.

- Growth trends in the Twin Cities seven-county metro region looking at population and employment growth over the past 40 years;
- Fiscal and economic conditions and trends in the region including changes in incomes, tax base composition, and residential tax burdens;
- What the trends have been regarding tax capacity, tax rates, and residential homestead burden, and what the changes would be if the program were eliminated particularly on tax rates, taxes paid, and residential homestead burden;
- The potential “overburden” on jurisdictions—including the major local taxing jurisdictions (city, county, school)—from different types of land uses both under the current taxation system (with Fiscal Disparities) and a hypothetical scenario if the program were eliminated.

Bexar County, Texas – *Fiscal Impact of Annexation and Incorporation*

Contact: Seth Mitchell, Assistant to the County Administrator

Phone: (210) 335-2405

E-mail: seth.mitchell@Bexar.org

Contract Period: 2012 - 2014

Personnel: Carson Bise, AICP and Julie Herlands, AICP

The County of Bexar contracted with TischlerBise for a multi-phase project to assist the County with service delivery issues in the unincorporated County. The unincorporated areas of the County had seen 90 percent growth from 2000 to 2010 due to both natural growth and limited annexations by the City of San Antonio, and these areas are projected to continue to grow by an additional 100,000 in population over the next few years. A main component of the assignment involved an **extensive fiscal impact analysis of the unincorporated areas of the County with a fiscal impact model designed specifically for this assignment**. The model reflected both the City of San Antonio's level of service to evaluate the fiscal impact of annexation and a prototypical jurisdiction in the County based on an analysis of proxy smaller jurisdictions in the County to evaluate the fiscal impact of incorporation. **The project culminated with a Service Delivery and Fiscal Sustainability Recommendations report in which TischlerBise developed a matrix to evaluate areas of the unincorporated County according to a wide-range of criteria including those areas suitable for annexation.**

Schedule of Values (Cost) and Timeline

SCHEDULE OF VALUES (COST PROPOSAL)

The following figure provides our fixed fee cost proposal (Attachment A).

COST PROPOSAL FOR THE CITY OF SOUTH MIAMI, FLORIDA, ECONOMIC IMPACT STUDY					
Project Team Member:	Bise	Herlands	Griffin	Total	
Hourly Rate*	\$200	\$180	\$170	Hours	Cost
Task 1: Project Initiation /Data Acquisition	8	10	0	18	\$3,400
Task 2: Market Assessment	12	20	8	40	\$7,360
Task 3: Determine Future Development Scenarios	12	20	10	42	\$7,700
Task 4: Develop Level of Service, Cost & Revenue Factors	8	20	10	38	\$6,900
Task 5: Prepare Level of Service and Cost/Revenue Factor Memo	8	16	10	34	\$6,180
Task 6: Design Fiscal Model	8	45	8	61	\$11,060
Task 7: Prepare Fiscal Impact Report	8	24	8	40	\$7,280
TOTALS	64	155	54	273	\$49,880

* Hourly rates are inclusive of all costs.

TIMELINE OF PROPOSED WORK PROGRAM

The following table provides our proposed project schedule for the City's assignment. The schedule is inclusive of all tasks, meetings, and deliverables outlined in the Scope of Work. As indicated below, we estimate a project schedule of four (4) months.

SCHEDULE FOR THE CITY OF SOUTH MIAMI, FLORIDA, ECONOMIC IMPACT STUDY				
Task	Month 1	Month 2	Month 3	Month 4
Task 1: Project Initiation /Data Acquisition	•			
Task 2: Market Assessment		•		
Task 3: Determine Future Development Scenarios		•		
Task 4: Develop Level of Service, Cost & Revenue Factors				
Task 5: Prepare Level of Service and Cost/Revenue Factor Memo			•	
Task 6: Design Fiscal Model				
Task 7: Prepare Fiscal Impact Report				•

• Meeting/Deliverable



Required Forms

Attached are the following required forms:

- Indemnification and Insurance Documents EXHIBIT 2
- Signed Contract Documents, Professional Services Agreement, EXHIBIT 4
- Respondents Qualification Statement
- List of Proposed Subcontractors and Principal Suppliers
- Non-Collusion Affidavit
- Public Entity Crimes and Conflicts of Interest
- Drug Free Workplace
- Acknowledgement of Conformance with OSHA Standards
- Affidavit Concerning Federal & State Vendor Listings
- Related Party Transaction Verification Form
- Presentation Team Declaration/Affidavit of Representation

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Henry A Latimer & Son Inc 4701 Sangamore Rd. Suite S-250 Bethesda, MD 20816	CONTACT NAME:	
	PHONE (A/C, No, Ext): 301.229.1500	FAX (A/C, No): 301.320.2458
INSURED TischlerBise 4701 Sangamore Rd Suite S240 Bethesda, MD 20816	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Erie Insurance Company	NAIC # 26263
	INSURER B: Erie Insurance Exchange	26271
	INSURER C: Erie Insurance Property Casual	
	INSURER D: Travelers Indemnity Co	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: The City of South Miami

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Q970143648	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 2,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X	Q970143648	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	X	Q300171541	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	DED <input type="checkbox"/> RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Q905100916	06/01/2014	06/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		105783307	05/28/2014	05/28/2015	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of South Miami is an additional insured

CERTIFICATE HOLDER

CANCELLATION

City Manager
6130 Sunset Drive
South Miami, FL 33143

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard Latimer

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PRODUCER Henry A Latimer & Son Inc 4701 Sangamore Rd. Suite S-250 Bethesda, MD 20816		CONTACT NAME: PHONE (A/C, No, Ext): 301.229.1500 FAX (A/C, No): 301.320.2458 E-MAIL: ADDRESS:	
INSURED TischlerBise 4701 Sangamore Rd Suite S240 Bethesda, MD 20816		INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Company INSURER B: Erie Insurance Exchange INSURER C: Erie Insurance Property Casual INSURER D: Travelers Indemnity Co INSURER E: INSURER F:	
		NAIC # 26263 26271	

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	Q970143648	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	X	Q970143648	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	X	Q300171541	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Q905100916	06/01/2015	06/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		105783307	05/28/2015	05/28/2016	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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CERTIFICATE HOLDER

CANCELLATION

City Manager
6130 Sunset Drive
South Miami, FL 33143

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AUTHORIZED REPRESENTATIVE

Richard Latimer, Sr. /MARTY

EXHIBIT 4

PROFESSIONAL SERVICE AGREEMENT "Economic Impact Study"

THIS AGREEMENT made and entered into this 4 day of May, 2015 by and between the City of South Miami, a political subdivision of the State of Florida (hereinafter referred to as Owner) by and through it is City Manager (hereinafter referred to as City) and TischlerBise Inc. authorized to do business in the State of Florida, hereinafter referred to as the "CONSULTANT". In consideration of the premises and the mutual covenants contained in this AGREEMENT, the City of South Miami, through its City Manager, agrees the following terms and conditions:

1.0 General Provisions

1.1 A Notice to Proceed will be issued by the City Manager, or his designee, following the signing of this AGREEMENT. This AGREEMENT does not confer on the CONSULTANT any exclusive rights to perform work on behalf of the Owner other than the work described in the Notice to Proceed (hereinafter referred to as the "WORK"), nor does it obligate the Owner in any manner to guarantee work for the CONSULTANT.

1.2 The CITY agrees that it will furnish to the CONSULTANT plans and other data available in the CITY files pertaining to the WORK to be performed under this AGREEMENT promptly after the issuance of the Notice to Proceed.

2.0 Time for Completion

2.1 The services to be rendered by the CONSULTANT for any WORK shall be commenced upon written Notice to Proceed from the CITY subsequent to the execution of this AGREEMENT and shall be completed within the time based on reasonable determination, stated in the said Notice to Proceed.

2.2 A reasonable extension of time will be granted in the event there is a delay on the part of the CITY in fulfilling its part of the AGREEMENT, change of scope of work or should any other events beyond the control of the CONSULTANT render performance of his duties impossible.

3.0 Basis of Compensation: The fees for services of the CONSULTANT shall be determined by one of the following methods or a combination thereof, as mutually agreed upon by the CITY and the CONSULTANT.

- a. A fixed sum: The fee for a task or a scope of work may be a fixed sum as mutually agreed upon by the CITY and the CONSULTANT and if such an agreement is reached, it shall be in writing, signed by the CONSULTANT and attached hereto as **ATTACHMENT A:**
- b. Hourly rate fee: If there is no fixed sum or if additional work is requested without an agreement as to a fixed sum, the CITY agrees to pay, and the CONSULTANT agrees to accept, for the services rendered pursuant to this AGREEMENT, fees in accordance with the following:

<u>Category</u>	<u>Hourly Rate</u>
-----------------	--------------------

Hourly rates will include all wages, benefits, overhead and profit and it shall be in writing, signed by the CONSULTANT and attached hereto as **ATTACHMENT A.**

4.0 Payment and Partial Payments. The CITY will make monthly payments or partial payments to the CONSULTANT for all authorized WORK performed during the previous calendar month as set forth in the schedule of payment as set forth in **ATTACHMENT TBA** or, if no schedule of payment exhibit is attached to this Agreement then payment will be made, 30 days following the

receipt of CONSULTANT's invoice, as the work progresses but only for the work actually performed.

- 5.0 Right of Decisions. All services shall be performed by the CONSULTANT to the satisfaction of the CITY's representative, who shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this AGREEMENT, the prosecution and fulfillment of the services, and the character, quality, amount and value and the representative's decisions upon all claims, questions, and disputes shall be final, conclusive and binding upon the parties unless such determination is clearly arbitrary or unreasonable. In the event that the CONSULTANT does not concur in the judgment of the representative as to any decisions made by him, he shall present his written objections to the City Manager and shall abide by the decision of the City Manager.
- 6.0 Ownership of Documents. All reports and reproducible plans, and other data developed by the CONSULTANT for the purpose of this AGREEMENT shall become the property of the CITY without restriction or limitation in connection with the owner's use and occupancy of the project.
- 7.0 Audit Rights. The CITY reserves the right to audit the records of the CONSULTANT related to this AGREEMENT at any time during the execution of the WORK and for a period of one year after final payment is made. This provision is applicable only to projects that are on a time and cost basis.
- 8.0 Subletting. The CONSULTANT shall not sublet, assign, or transfer any WORK under this AGREEMENT without the prior written consent of the CITY.
- 9.0 Warranty. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract and that he has not paid or agreed to pay any company or person other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability.
- 10.0 Termination. It is expressly understood and agreed that the CITY may terminate this AGREEMENT for any reason or no reason and without penalty by either declining to issue Notice to Proceed authorizing WORK, or, if a Notice to Proceed is issued, CITY may terminate this agreement by written notice to CONSULTANT, and in either event the CITY's sole obligation to the CONSULTANT shall be payment for the work previously authorized and performed in accordance with the provisions of this AGREEMENT. Payment shall be determined on the basis of the work performed by the CONSULTANT up to the time of termination. Upon termination, the CITY shall be entitled to a refund of any monies paid for any period of time subsequent to date of termination for which no work was performed.
- 11.0 Term. This AGREEMENT shall remain in force until the end of the term, which includes all authorized renewals, or unless otherwise terminated by the CITY.
- 12.0 Default. In the event either party fails to comply with the provisions of this AGREEMENT, the aggrieved party may declare the other party in default and notify the defaulting party in writing. If CITY is in default, the CONSULTANT will only be compensated for any completed professional services and CONSULTANT shall not be entitled to any consequential or delay damages. In the event partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the CITY within ten (10) days after notice that said sums are due. In the event of any litigation between the parties arising out of or relating in any way to this AGREEMENT or a breach thereof, each party shall bear its own costs and legal fees.
- 13.0 Insurance and Indemnification. The CONSULTANT agrees to comply with CITY's Insurance and Indemnification requirements that are set forth in ATTACHMENT B to this AGREEMENT.

- 14.0 Agreement Not Exclusive. Nothing in this AGREEMENT shall prevent the CITY from employing other CONSULTANTS to perform the same or similar services.
- 15.0 Codes, Ordinances and Laws. The CONSULTANT agrees to abide and be governed by all duly promulgated and published municipal, County, state and federal codes, ordinances, rules, regulations and laws in effect at the time of design which have a direct bearing on the WORK involved on this project. The CONSULTANT is required to complete and sign all affidavits, including Public Entity Crimes Affidavit form (attached) pursuant to FS 287.133(3) (a), as required by the Request for Qualifications applicable to this AGREEMENT.
- 16.0 Taxes. CONSULTANT shall be responsible for all payments of federal, state, and/or local taxes related to the Work, inclusive of sales tax if applicable.
- 17.0 Drug Free Workplace. CONSULTANT shall comply with CITY's Drug Free Workplace policy which is made a part of this AGREEMENT by reference.
- 18.0 Independent Contractor. CONSULTANT is an independent entity under this AGREEMENT and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties.
- 19.0 Duties and Responsibilities. CONSULTANT agrees to provide its services during the term of this AGREEMENT in accordance with all applicable laws, rules, regulations, and health and safety standards of the federal, state, and City, which may be applicable to the service being provided.
- 20.0 Licenses and Certifications. CONSULTANT shall secure all necessary business and professional licenses at its sole expense prior to executing the AGREEMENT.
- 21.0 Entirety of Agreement. This writing embodies the entire AGREEMENT and understanding between the parties hereto, and there are no other AGREEMENTs and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this AGREEMENT shall be valid unless made in writing and signed by both parties hereto, and approved by the City Commissioner if required by municipal ordinance or charter.
- 22.0 Jury Trial. CITY and CONSULTANT knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim arising out of the this AGREEMENT or the performance of the Work thereunder.
- 23.0 Validity of Executed Copies. This AGREEMENT may be executed in several counterparts, each of which may be construed as an original.
- 24.0 Rules of Interpretation. Throughout this AGREEMENT the male pronoun may be substituted for female and neuter and the singular words substituted for plural and plural words substituted for singular wherever applicable.
- 25.0 Severability. If any term or provision of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this AGREEMENT, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.
- 26.0 Non-Waiver. CITY and CONSULTANT agree that no failure to exercise and no delay in exercising any right, power or privilege under this AGREEMENT on the part of either party shall operate as a waiver of any right, power, or privilege under this AGREEMENT. No waiver of this AGREEMENT, in whole or part, including the provisions of this paragraph, may be implied by any act or omission and will only be valid and enforceable if in writing and duly executed by each of the parties to this AGREEMENT. Any waiver of any term, condition or provision of this AGREEMENT will not constitute a waiver of any other term, condition or provision hereof, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.
- 27.0 No Discrimination. No action shall be taken by the CONSULTANT which would discriminate

against any person on the basis of race, creed, color, national origin, religion, sex, familial status, ethnicity, sexual orientation or disability. The CONSULTANT shall comply with the Americans with Disabilities Act

- 28.0 Equal Employment. In accordance with Federal, State and Local law, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, familial status, ethnicity, sexual orientation or disability. The CONSULTANT shall comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of this contract.
- 29.0 Governing Laws. This AGREEMENT and the performance of services hereunder will be governed by the laws of the State of Florida, with exclusive venue for the resolution of any dispute being a court of competent jurisdiction in Miami-Dade County, Florida.
- 30.0 Effective Date. This AGREEMENT shall not become effective and binding until it has been executed by both parties hereto, and approved by the City Commission if required by CITY's Charter to be approved by said Commission, and the effective date shall be the date of its execution by the last party so executing it or date of approval by City Commission, whichever is later.
- 31.0 Third Party Beneficiary. It is specifically understood and agreed that no other person or entity shall be a third party beneficiary hereunder, and that none of provisions of this AGREEMENT shall be for the benefit of or be enforceable by anyone other than the parties hereto, and that only the parties hereto shall have any rights hereunder.
- 32.0 Further Assurances. The parties hereto agree to execute any and all other and further documents as might be reasonably necessary in order to ratify, confirm, and effectuate the intent and purposes of the AGREEMENT.
- 33.0 Time of Essence. Time is of the essence of this AGREEMENT.
- 34.0 Interpretation. This AGREEMENT shall not be construed more strongly against either party hereto, regardless of who was more responsible for its preparation.
- 35.0 Force Majeure. Neither party hereto shall be in default of its failure to perform its obligations under this AGREEMENT if caused by acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements that could not be reasonably anticipated and the effects avoided or mitigated. Each party shall notify the other of any such occurrence.
- 36.0 Notices. Whenever notice shall be required or permitted herein, it shall be delivered by hand delivery, e-mail (or similar electronic transmission), facsimile transmission or certified mail, with return receipt requested and shall be deemed delivered on the date shown on the e-mail or delivery confirmation for any facsimile transmission or, if by certified mail, the date on the return receipt or the date shown as the date same was refused or unclaimed. If hand delivered to the City, a copy must be stamped with the official City receipt stamp showing the date of deliver; otherwise the document shall not be considered to have been delivered. Notices shall be delivered to the following individuals or entities at the addresses (including e-mail) or facsimile transmission numbers set forth below:

To CITY:

City Manager,
6130 Sunset Dr.
South Miami, FL 33143
Fax:
E-mail: salexander@southmiamifl.gov

With copies by U.S. mail to:

City Attorney
6130 Sunset Dr.
South Miami, FL 33143
Fax: (305) 341-0584
E-mail: tpepe@southmiamifl.gov

To CONSULTANT:

IN WITNESS WHEREOF, this AGREEMENT is accepted on the date first above written subject to the terms and conditions set forth herein.

CONSULTANT

By: 

L. Carson Biss, President
(Print Name Above)

ATTESTED:

City of South Miami

By: _____
Maria M. Menendez, CMC
City Clerk

By: _____
Steven Alexander
City Manager

Read and Approved as to Form, Language,
Legality and Execution thereof:

By: _____
Thomas F. Pepe, Esq.
City Attorney

RESPONDENT QUALIFICATION STATEMENT
"Economic Impact Study"
RFQ #PL2015-08

The response to this questionnaire shall be utilized as part of the CITY'S overall Proposal Evaluation and RESPONDENT selection.

1. Number of similar Impact Study engagements completed,

- a) In the past 5 years 57
- b) In the past 10 years 123

2. List the last three (3) completed Impact Study engagements.

- a) Impact Study Engagement: Feasibility Study for Formation of City and County of Aurora
Entity Name: City of Aurora, Colorado
Entity Address: 15151 E. Alameda Pkwy
Aurora, CO 80012
Entity Telephone: 303/739-7124
- b) Impact Study Engagement: Davidson Cost of Land Use Fiscal Impact Analysis
Entity Name: Town of Davidson, NC
Entity Address: 216 S. Main St
Davidson, NC 28036
Entity Telephone: 704/940-9622
- c) Impact Study Engagement: City of Denton Fiscal Impact Analysis of Growth Scenarios
Entity Name: City of Denton, TX
Entity Address: 215 E. McKinney St
Denton, TX 76201
Entity Telephone: 940/349-8541

3. Current workload

Project Name	Owner Name	Telephone Number	Contract Price
City of Las Vegas master plan	City of Las Vegas Noam Maitless	(702) 229-6231	\$102,000.00
City of Louisville Fiscal Model	City of Louisville Scott Robinson	(303) 335-4596	\$48,580.00
Manatee County Infrastructure and Growth Planning Strategies	Manatee County John Osborne	(941) 748-4501	\$223,500
Castle Pines Fiscal Impact Analysis	City of Castle Pines Don Van Wormer	(303) 705-0200	\$52,320.00
City of Corpus Christi Comprehensive Plan	City of Corpus Christi Katy Trudeau	(361) 826-3173	\$125,000.00
Montgomery County Incentive Model	Montgomery County Jacob Sesker	(240) 777-7942	\$38,400.00
City of Lone Tree Fiscal Impact of Special District	City of Lone Tree Torie Brazitas	(303) 708-1818	\$35,800.00
Queen Creek Fiscal Impact Analysis	Queen Creek Chris Anaradian	(480) 358-3901	\$76,500.00

4. The following information shall be attached to the proposal.

- RESPONDENT's home office organization chart.
- RESPONDENT's proposed project organizational chart.
- Resumes of proposed key project personnel, including on-site Superintendent.

5. List and describe any:

- Bankruptcy petitions filed by or against the Respondent or any predecessor organizations,
- Any arbitration or civil or criminal proceedings, or
- Suspension of contracts or debarring from Bidding or Responding by any public agency brought against the Respondent in the last five (5) years

6. Government References:

List other Government Agencies or Quasi-government Agencies for which you have done business within the past five (5) years.

Name of Agency: City of Aurora
 Address: 15151 East Alameda Parkway Suite 4400
Aurora, CO 80012
 Telephone No.: (303) 739-7124
 Contact Person: Michelle Wolfe

Type of Project: Fiscal Feasibility Study for Formation of City and County of
 Name of Agency: Minnesota Department of Revenue Aurora
 Address: 600 North Robert Street
St. Paul, MN 55101
 Telephone No.: (651) 556-6100
 Contact Person: Eric Willette
 Type of Project: Evaluation of Fiscal Disparities Act
 Name of Agency: Bexar County
 Address: 233 N. Pecos, Suite 320
San Antonio, TX 78207
 Telephone No.: (210) 335-2405
 Contact Person: Seth Mitchell
 Type of Project: Fiscal Impact of Annexation and Incorporation

LIST OF PROPOSED SUBCONTRACTORS AND PRINCIPAL SUPPLIERS
"Economic Impact Study"
RFQ #PL2015-08

Respondent shall list all proposed subcontractors, if subcontractors are allowed by the terms of this RFQ to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone, Fax & Email
Planning/Forecasting	N/A		
Economic Analysis	N/A		
General Research	N/A		
Other:	N/A		

This list shall be provided to the City of South Miami by the apparent lowest responsive and responsible Bidder within five (5) business days after Bid Opening.

END OF SECTION

NON COLLUSION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

Carson Bice being first duly sworn, deposes and states that:

- (1) ☒ He/She/They is/are the President
(Owner, Partner, Officer, Representative or Agent) of
Tischler Bice, Inc. the Respondent that has submitted the
attached Proposal;
- (2) He/She/They is/are fully informed concerning the preparation and contents of the attached Proposal
and of all pertinent circumstances concerning such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, have in any way colluded, conspired, connived
or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or
sham Proposal in connection with the Work for which the attached Proposal has been submitted; or
to refrain from Bidding or proposing in connection with such Work; or have in any manner, directly
or indirectly, sought by agreement or collusion, or communication, or conference with any
Respondent, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any
other Respondent, or to fix any overhead, profit, or cost elements of the Proposal Price or the
Proposal Price of any other Respondent, or to secure through any collusion, conspiracy, connivance,
or unlawful agreement any advantage against (Recipient), or any person interested in the proposed
Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any
collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other
of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Witness

By: [Signature]
Signature
L. Carson Bice, President
Print Name and Title
5/4/15
Date

ACKNOWLEDGEMENT

STATE OF FLORIDA)

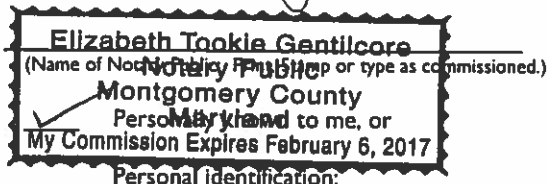
COUNTY OF MIAMI-DADE)

On this the 4th day of May, 20 15, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) L Carson Bise and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC:
SEAL OF OFFICE:

Elizabeth Tookie Gentilcore
Notary Public, State of Florida



Type of Identification Produced

_____ Did take an oath, or

_____ Did Not take an oath.

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal or bid on a Contract to provide any goods or services to a public entity, may not submit a Bid or proposal for a Contract with a public entity for the construction of repair of a public building or public work, may not submit bids or proposals on leases or real property to a public entity, may not be awarded to perform Work as a RESPONDENT, Sub-contractor, supplier, Sub-consultant, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list".

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Respondents must disclose with their Proposals, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of South Miami or its agencies.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- I. This sworn statement is submitted to

City of South Miami
[print name of the public entity]

by Carson Bise, President
[print individual's name and title]

for Tishler Bise, Inc.
[print name of entity submitting sworn statement]

whose business address is 4701 Sangamore Rd S240
Bethesda, MD 20816

and (if applicable) its Federal Employer Identification Number (FEIN) is 52-1087538 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
- (a) A predecessor or successor of a person convicted of a public entity crime; or

- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or proposal or applies to bid or proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this 4th day of May, 2015.

Personally known ☒

OR Produced identification ☐

(Type of identification)
Form PUR 7068 (Rev.06/11/92)

Thomas F. Pepe
02-23-15

Page 19 of 50

[Signature]
Elizabeth Dorekoff
Notary Public - State of Maryland
My commission expires
(Printed, typed or stamped as provided)
name of notary public
Elizabeth Dorekoff Gentilcore
Notary Public
Montgomery County
Maryland
My Commission Expires February 6, 2017

DRUG FREE WORKPLACE

Whenever two or more Bids or Proposals which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid or Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids or Proposals shall be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, he employee shall abide by the terms of the statement and shall notify the employee of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) business days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

RESPONDENT's Signature: _____

Print Name: _____

Date: _____

ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS


TO THE CITY OF SOUTH MIAMI

We, Tischler Bise, Inc., (Name of CONTRACTOR), hereby acknowledge and agree that as CONTRACTOR for the "Economic Impact Study" project as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of South Miami and N/A (Consultant) against any and all liability, claims, damages, losses and expenses they may incur due to the failure of (Sub-contractor's names):

to comply with such act or regulation.

CONTRACTOR


Tischler Bise, Inc.


Witness

BY: L. Carson Bise
Name

President
Title

**AFFIDAVIT CONCERNING
FEDERAL AND STATE VENDOR LISTINGS**

The person, or entity, who is responding to the City's solicitation, hereinafter referred to as "Respondent", must certify that the Respondent's name Does Not appear on the State of Florida, Department of Management Services, "CONVICTED, SUSPENDED, DISCRIMINATORY FEDERAL EXCLUDED PARTIES and COMPLAINTS VENDOR LISTINGS".

If the Respondent's name Does appear on one or all the "Listings" summarized below, Respondents must "Check if Applies" next to the applicable "Listing." The "Listings" can be accessed through the following link to the Florida Department of Management Services website:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

DECLARATION UNDER PENALTY OF PERJURY

I, L. Carson Bise (hereinafter referred to as the "Declarant") state, under penalty of perjury, that the following statements are true and correct:

(1) I represent the Respondent whose name is Treichler Bise, Inc.
(2) I have the following relationship with the Respondent President (Owner (if Respondent is a sole proprietor), President (if Respondent is a corporation) Partner (if Respondent is a partnership), General Partner (if Respondent is a Limited Partnership) or Managing Member (if Respondent is a Limited Liability Company).

(3) I have reviewed the Florida Department of Management Services website at the following URL address: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

(4) I have entered an "x" or a check mark beside each listing/category set forth below if the Respondent's name appears in the list found on the Florida Department of Management Services website for that category or listing. If I did not enter a mark beside a listing/category it means that I am attesting to the fact that the Respondent's name does not appear on the listing for that category in the Florida Department of Management Services website as of the date of this affidavit.

Check if
Applicable

- ☐ Convicted Vendor List
- ☐ Suspended Vendor List
- ☐ Discriminatory Vendor List
- ☐ Federal Excluded Parties List
- ☐ Vendor Complaint List

FURTHER DECLARANT SAYETH NOT.

L. Carson Bise

(Print name of Declarant)

By: [Signature]

(Signature of Declarant)

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

On this the 4th day of May, 20 15, before me, the undersigned authority, personally appeared L. Carson Bise who is personally known to me or who provided the following identification _____ and who took an oath or affirmed that that he/she/they executed the foregoing Affidavit as the Declarant.

WITNESS my hand and official seal.

**NOTARY PUBLIC:
SEAL**

[Signature]
Notary Public, State of Florida

Elizabeth Tookie Gentilcore
(Name of Notary Public)
Stamp of type as Commissioned
Montgomery County
Maryland

My Commission Expires February 6, 2017

RELATED PARTY TRANSACTION VERIFICATION FORM

I L. Carson Bise, individually and on behalf of Tischler Bise, Inc. ("Firm") have Name of Representative Company/Vendor/Entity read the City of South Miami ("City")'s Code of Ethics, Section 8A-1 of the City's Code of Ordinances and I hereby certify, under penalty of perjury that to the best of my knowledge, information and belief:

(1) neither I nor the Firm have any conflict of interest (as defined in section 8A-1) with regard to the contract or business that I, and/or the Firm, am(are) about to perform for, or to transact with, the City, and

(2) neither I nor any employees, officers, directors of the Firm, nor anyone who has a financial interest greater than 5% in the Firm, has any relative(s), as defined in section 8A-1, who is an employee of the City or who is(are) an appointed or elected official of the City, or who is(are) a member of any public body created by the City Commission, i.e., a board or committee of the City, [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (2) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or those who have a financial interest in the Firm.]; and

(3) neither I nor the Firm, nor anyone who has a financial interest greater than 5% in the Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) has transacted or entered into any contract(s) with the City or has a financial interest, direct or indirect, in any business being transacted with the city, or with any person or agency acting for the city, other than as follows:

2014 Impact Fee Study prepared by Tischler Bise, Inc.
(use (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (3) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of those who have a financial interest in the Firm.]; and

(4) no elected and/or appointed official or employee of the City of South Miami, or any of their immediate family members (i.e., spouse, parents, children, brothers and sisters) has a financial interest, directly or indirectly, in the contract between you and/or your Firm and the City other than the following individuals whose interest is set forth following their use a separate names:

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). The names of all City employees and that of all elected and/or appointed city officials or board members, who own, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the firm are as follows:

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (4) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee.]

(5) I and the Firm further agree not to use or attempt to use any knowledge, property or resource which may come to us through our position of trust, or through our performance of our duties under the terms of the contract with the City, to secure a special privilege, benefit, or exemption for ourselves, or others. We agree that we may not disclose or use information, not available to members of the general public, for our personal gain or benefit or for the personal gain or benefit of any other person or business entity, outside of the normal gain or benefit anticipated through the performance of the contract.

(6) I and the Firm hereby acknowledge that we have not contracted or transacted any business with the City or any person or agency acting for the City, and that we have not appeared in representation of any third party before any board, commission or agency of the City within the past two years other than as follows: Public Hearing on Impact Fee Study (if

necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath).

X:\Purchasing\Vendor Registration\12.28.12 RELATED PARTY TRANSACTION VERIFICATION FORM [3].docx

(7) Neither I nor any employees, officers, or directors of the Firm, nor any of their immediate family (i.e., as a spouse, son, daughter, parent, brother or sister) is related by blood or marriage to: (i) any member of the City Commission; (ii) any city employee; or (iii) any member of any board or agency of the City other than as follows:

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (7) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members].

(8) No Other Firm, nor any officers or directors of that Other Firm or anyone who has a financial interest greater than 5% in that Other Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) nor any of my immediate family members (hereinafter referred to as "Related Parties") has responded to a solicitation by the City in which I or the Firm that I represent or anyone who has a financial interest greater than 5% in the Firm, or any member of those persons' immediate family (i.e. spouse, parents, children, brothers and sisters) have also responded, other than the following:

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (8) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation into the Other Firm, or the Firm he/she represents, as to their officers, directors or anyone having a financial interest in those Firms or any of their any member of those persons' immediate family.]

(9) I and the Firm agree that we are obligated to supplement this Verification Form and inform the City of any change in circumstances that would change our answers to this document. Specifically, after the opening of any responses to a solicitation, I and the Firm have an obligation to supplement this Verification Form with the name of all Related Parties who have also responded to the same solicitation and to disclose the relationship of those parties to me and the Firm.

(10) A violation of the City's Ethics Code, the giving of any false information or the failure to supplement this Verification Form, may subject me or the Firm to immediate termination of any agreement with the City, and the imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics. Under penalty of perjury, I declare that I have made a diligent effort to investigate the matters to which I am attesting hereinabove and that the statements made hereinabove are true and correct to the best of my knowledge, information and belief.

Signature: 

Print Name & Title: L. Carson Bice

Date: 5/4/15

Sec. 8A-1. - Conflict of interest and code of ethics ordinance.

(a) Designation.

This section shall be designated and known as the "City of South Miami Conflict of Interest and Code of Ethics Ordinance." This section shall be applicable to all city personnel as defined below, and shall also constitute a standard of ethical conduct and behavior for all autonomous personnel, quasi-judicial personnel, advisory personnel and departmental personnel. The provisions of this section shall be applied in a cumulative manner. By way of example, and not as a limitation, subsections (c) and (d) may be applied to the same contract or transaction.

(b) Definitions. For the purposes of this section the following definitions shall be effective:

- (1) The term "commission members" shall refer to the mayor and the members of the city commission.
- (2) The term "autonomous personnel" shall refer to the members of autonomous authorities, boards and agencies, such as the city community redevelopment agency and the health facilities authority.
- (3) The term "quasi-judicial personnel" shall refer to the members of the planning board, the environmental review and preservation board, the code enforcement board and such other individuals, boards and agencies of the city as perform quasi-judicial functions.
- (4) The term "advisory personnel" shall refer to the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission.
- (5) The term "departmental personnel" shall refer to the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.
- (6) The term "employees" shall refer to all other personnel employed by the city.
- (7) The term "compensation" shall refer to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.
- (8) The term "controlling financial interest" shall refer to ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.
- (9) The term "immediate family" shall refer to the spouse, parents, children, brothers and sisters of the person involved.
- (10) The term "transact any business" shall refer to the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a RFQ, a statement of qualifications in response to a request by the city, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.

(c) Prohibition on transacting business with the city.

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violation of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal:

- (1) The payment of taxes, special assessments or fees for services provided by the city government;
- (2) The purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time.

Waiver of prohibition. The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:

- (1) An open-to-all sealed competitive proposal has been submitted by a city person as defined in paragraphs (b)(2), (3) and (4);
- (2) The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the state and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by a city person defined in paragraphs (b)(2), (3) and (4);
- (3) The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; and
- (4) That the proposed transaction will be in the best interest of the city.

This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.

Provisions cumulative. This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

(d) Further prohibition on transacting business with the city.

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. The remaining provisions of subsection (c) will also be applicable to this subsection as though incorporated by recitation.

Additionally, no person included in the term defined in paragraph (b)(1) shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any of the persons or entities which would be or might be directly or indirectly affected by any action of the city commission:

- (1) Officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or
- (2) Stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the person defined in paragraph (b)(1) in a manner distinct from the manner in which it would affect the public generally. Any person included in the term defined in paragraph (b)(1) who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

(E) Gifts.

(1) Definition. The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

(2) Exceptions. The provisions of paragraph (e)(1) shall not apply to:

- a. Political contributions specifically authorized by state law;
- b. Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under paragraph(3);
- c. Awards for professional or civic achievement;
- d. Material such as books, reports, periodicals or pamphlets which are solely informational or of an advertising nature.

(3) Prohibitions. A person described in paragraphs (b)(1) through (6) shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give or agree to give to any person included in the terms defined in paragraphs (b)(1) through (6), or for any person included in the terms defined in paragraphs (b)(1) through (6) to accept or agree to accept from another person or entity, any gift for or because of:

- a. An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
- b. A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
- c. A legal duty violated or to be violated, or which could be violated by any person included in the term defined in paragraph (b)(1); or
- d. Attendance or absence from a public meeting at which official action is to be taken.

(4) Disclosure. Any person included in the term defined in paragraphs (b)(1) through (6) shall disclose any gift, or series of gifts from anyone person or entity, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by chapter 112, Florida Statutes, for "local officers" with the city clerk simultaneously with the filing of the form with the clerk of the county and with the Florida Secretary of State.

(f) Compulsory disclosure by employees of firms doing business with the city.

Should any person included in the terms defined in paragraphs (b)(1) through (6) be employed by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the city.

(g) Exploitation of official position prohibited.

No person included in the terms defined in paragraphs (b)(1) through (6) shall corruptly use or attempt to use an official position to secure special privileges or exemptions for that person or others.

(h) Prohibition on use of confidential information.

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official position with the city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.

(i) Conflicting employment prohibited.

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept other employment which would impair independence of judgment in the performance of any public duties.

(j) Prohibition on outside employment.

(1) No person included in the terms defined in paragraphs (b)(6) shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:

a. *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.

b. *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subparagraph c. is obtained.

c. *Approval of department head required.* Any outside employment by any full-time city employee must first be approved in writing by the employee's department head who shall maintain a complete record of such employment.

d. *Penalty.* Any person convicted of violating any provision of this subsection shall be punished as provided in section 1-11 of the Code of Miami-Dade County and, in addition shall be subject to dismissal by the appointing authority. The city may also assess against a violator a fine not to exceed \$500.00 and the costs of investigation incurred by the city.

(2) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause.

(k) Prohibited investments.

No person included in the terms defined in paragraphs (b)(1) through (6) or a member of the immediate family shall have personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.

(l) Certain appearances and payment prohibited.

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.

(2) No person included in the terms defined in paragraphs (b)(2), (3) and (4) shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party who has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question.

(m) Actions prohibited when financial interests involved.

No person included in the terms defined in paragraphs (b) (1) through (6) shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

(n) Acquiring financial interests.

No person included in the terms defined in paragraphs (b)(1) through (6) shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

(o) Recommending professional services.

No person included in the terms defined in paragraphs (b)(1) through (4) may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of office and in advance at a public meeting attended by other city officials, officers or employees.

(p) Continuing application after city service.

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall, for a period of two years after his or her city service or employment has ceased, lobby any city official [as defined in paragraphs (b)(1) through (6)] in connection with any judicial or other proceeding, application, RFP, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after his or her service has ceased.

(2) The provisions of the subsection shall not apply to persons who become employed by governmental entities, 501(c)(3) non-profit entities or educational institutions or entities, and who lobby on behalf of those entities in their official capacities.

(3) The provisions of this subsection shall apply to all persons described in paragraph (p)(1) whose city service or employment ceased after the effective date of the ordinance from which this section derives.

(4) No person described in paragraph (p)(1) whose city service or employment ceased within two years prior to the effective date of this ordinance shall for a period of two years after his or her service or employment enter into a lobbying contract to lobby any city official in connection with any subject described in paragraph (p)(1) in which the city or one of its agencies is a party or has any direct and substantial interest; and in which he or she participated directly or indirectly through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "directly" where he or she was substantially involved in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "indirectly" where he or she knowingly participated in any way in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. All persons covered by this paragraph shall execute an affidavit on a form approved by the city attorney prior to lobbying any city official attesting that the requirements of this subsection do not preclude the person from lobbying city officials.

(5) Any person who violates this subsection shall be subject to the penalties provided in section 8A-2(p).

(q) City attorney to render opinions on request.

Whenever any person included in the terms defined in paragraphs (b)(1) through (6) and paragraph (b)(9) is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics ordinance, or whenever any person who renders services to the city is in doubt as to the applicability of the ordinance that person, may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name.

(Ord. No. 6-99-1680, § 2, 3-2-99)

Editor's note- Ord. No. 6-99-1680, § 1, adopted 3-2-99, repealed §§ 8A-1 and 8A-2 in their entirety and replaced them with new §§

8A-1 and 8A-2. Former §§ 8A-1 and 8A-2 pertained to declaration of policy and definitions, respectively, and derived from Ord. No. 634, §§ 1 (1A-1), 1 (1A-2) adopted Jan. 11, 1969.

**PRESENTATION TEAM
DECLARATION/AFFIDAVIT OF REPRESENTATION**

This affidavit is not required for compliance with the City's Solicitation; however, it may be used to avoid the need to register members of your presentation team as lobbyists. Pursuant to City Ordinance 28-14-2206 (c)(9), any person who appears as a representative for an individual or firm for an oral presentation before a City certification, evaluation, selection, technical review or similar committee, shall list on an affidavit provided by the City staff, all individuals who may make a presentation. The affidavit shall be filed by staff with the Clerk's office at the time the committee's proposal is submitted to the City Manager. For the purpose of this subsection only, the listed members of the presentation team, with the exception of any person otherwise required to register as a lobbyist, shall not be required to pay any registration fees. No person shall appear before any committee on behalf of anyone unless he or she has been listed as part of the firm's presentation team pursuant to this paragraph or unless he or she is registered with the City Clerk's office as a lobbyist and has paid all applicable lobbyist registration fees.

Pursuant to '92.525(2), Florida Statutes, the undersigned, L. Carson Bise, makes the following declaration under penalty of perjury:

Listed below are all individuals who may make a presentation on behalf of the entity that the affiant represents. Please note; **No person shall appear before any committee on behalf of anyone unless he or she has been listed as part of the firm's presentation team pursuant to this paragraph or unless he or she is registered with the Clerk's office as a lobbyist and has paid all applicable lobbyist registration fees.**

<u>NAME</u>	<u>TITLE</u>
<u>Carson Bise</u>	<u>President</u>
<u>Julie Herlands</u>	<u>Principal</u>
<u>Ben Griffin</u>	<u>Analyst</u>

For the purpose of this Affidavit of Representation only, the listed members of the presentation team, with the exception of any person otherwise required to register as a lobbyist, shall not be required to pay any registration fees. The Affidavit of Representation shall be filed with the City Clerk's office at the time the committee's proposal is submitted to the City as part of the procurement process.

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true and specifically that the persons listed above are the members of the presentation team of the entity listed below

Executed this 6th day of May, 2015.

[Signature]
Signature of Representative
L. Carson Bise, President
Print Name and Title

Tischler Bise
Print name of entity being represented

END OF SECTION

TischlerBise

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